



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

July 7, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
CONSOLIDATED FIRE PROTECTION DISTRICT AND THE STATE OF CALIFORNIA,
OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to renew an existing Professional Services Agreement (Agreement) between the Consolidated Fire Protection District of Los Angeles County (District) and the State Office of Environmental Health Hazard Assessment (OEHHA) and increase the compensation provided by the District to OEHHA from \$50,000 to \$100,000 per year.

**IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY
OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES
COUNTY:**

1. Approve and instruct the Chairman of the Board of Supervisors to sign the attached Agreement between the District and OEHHA. This is a five (5) year Agreement and the compensation for services to be provided is \$100,000 per year.
2. Find that this Agreement between the District and OEHHA is exempt from the California Environmental Quality Act.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY

DIAMOND BAR
DUARTE
EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE

HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY
INGLEWOOD
IRVINDALE
LA CANADA FLINTRIDGE
LA HABRA

LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER
LAWDALE
LOMITA
LYNWOOD

MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT
PICO RIVERA

POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The District's Site Mitigation Unit (SMU) oversees mitigation of contaminated properties within the jurisdiction of the Los Angeles County Certified Unified Program Agency (CUPA) and as a Participating Agency in the Cities of Los Angeles and Santa Monica. To evaluate the potential health risks posed by the residual contaminants at these sites to the current and/or future occupants, a health risk assessment (HRA) is required. State regulation requires the HRA to be reviewed by a toxicologist. The District does not have a toxicologist on its staff; therefore, in August 2005, the Board approved a five (5) year Agreement in the amount of \$50,000 per year between the District and OEHHA.

In August 2006, the State Department of Toxic Substances Control (DTSC) amended Title 22 of the California Code of Regulations to delegate Corrective Action (CA) authority through the application process to CUPAs. The District filed an application with DTSC and was delegated CA (Title 22, § 68400.11) authority in May 2008. Prior to the delegation of CA authority, SMU was only able to provide oversight at the request of Responsible Parties (RPs) while other known contaminated sites were referred to DTSC. Due to a DTSC backlog, a majority of these sites remain contaminated. With the CA authority, SMU will provide oversight to a wider universe of contaminated sites resulting in an increase in the number of HRA submittals. Therefore, it is necessary to increase the Agreement's compensation provided by the District to OEHHA from \$50,000 per year to \$100,000 per year. This Agreement will have no financial impact to the District. Under the SMU oversight agreement, the RPs will reimburse the District.

The adoption of this Agreement will allow the District to continue with the services of the OEHHA's toxicologists on an as needed basis. Since the need for a toxicologist is not a full time position, it is financially preferable to contract HRA's reviews.

Implementation of Strategic Plan Goals

In accordance with the Strategic Plan Goals of organizational effectiveness, public safety and workforce excellence, the Agreement provides SMU with the capability to provide oversight on properties that require HRA's review and assure the District and public that properties mitigated under SMU oversight are appropriately evaluated for exposure risks.

FISCAL IMPACT/FINANCING

There will be no financial impact to the District. Under the SMU oversight agreement, the RPs will be required to reimburse the District for all staff costs including OEHHA review. According to the contract terms, OEHHA will invoice the District and the District

shall invoice the RPs. No closure letter for the property will be issued until all oversight fees are collected.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This term of the Agreement is five years and will be effective the day it is approved by OEHHA and shall remain in effect until terminated by either party. Termination requires at least a 30 day written notice.

The following Board mandated provisions listed below were agreed to by OEHHA; however, OEHHA has requested that the Agreement include a clause stipulating that they will comply only to the extent permitted by State law:

- Compliance with the District's Jury Service Program.
- Contractor's Responsibility and Debarment.
- Notice to Employees Regarding the Safely Surrendered Baby Law.
- Contractor's Acknowledgement of the District's Commitment to the Safely Surrendered Baby Law.
- Contractor's Acknowledgement of District's Commitment to Child Support Enforcement.
- Contractor's Warranty of Adherence to District's Child Support Compliance Program.
- Recycled Bond Paper.

County Counsel has approved this Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

This Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) of the CEQA guidelines.

IMPACT ON CURRENT SERVICES OR PROJECTS

State oversight programs can be expensive and lengthy. The Agreement provides an option to the residents and developers seeking oversight to mitigate and develop contaminated properties in Los Angeles County.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer to return adopted copies of this letter to:

1. Consolidated Fire Protection District of Los Angeles County
Executive Office
1320 N. Eastern Avenue
Los Angeles, CA 90063
Attention: Chief Deputy Michael Dyer
2. Consolidated Fire Protection District of Los Angeles County
Prevention Services Bureau
1320 N. Eastern Avenue
Los Angeles, CA 90063
Attention: Deputy Chief Scott Poster

Upon approval by your Honorable Board, please instruct the Executive Officer to return two (2) adopted copies of this letter and two (2) executed original Agreements to:

1. Consolidated Fire Protection District of Los Angeles County
Health Hazardous Materials Division
5825 Rickenbacker Road
Commerce, CA 90040
Attention: Bill Jones, Chief

The District will forward the two executed original Agreements to OEHHA for their approval and ensure that an originally executed Agreement is delivered to the Executive Officer, Clerk of the Board, upon approval by the OEHHA.

Respectfully submitted,


P. MICHAEL FREEMAN

PMF:yh

Attachments

- c: Chief Executive Officer
Auditor-Controller
Acting County Counsel
Executive Officer, Board of Supervisors

**PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL
RISK ASSESSMENT BETWEEN THE CONSOLIDATED FIRE
PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE
STATE OF CALIFORNIA, OFFICE OF ENVIRONMENTAL
HEALTH HAZARD ASSESSMENT**

This Agreement is made and entered into this 7th day of July, 2009 by and between the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, hereinafter referred to as "DISTRICT", and THE STATE OF CALIFORNIA, OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT, hereinafter referred to as the "CONTRACTOR".

I. RECITALS

WHEREAS, DISTRICT desires technical assistance in risk assessment for the residents of the County of Los Angeles by contracting with CONTRACTOR;

WHEREAS, DISTRICT and CONTRACTOR desire cooperation and coordination in implementing joint responsibilities towards risk assessment;

WHEREAS, CONTRACTOR is prepared to provide such services on the terms and conditions set forth in this Agreement and attachments (Exhibit A, B, and C) which are part of this Agreement; and

WHEREAS, DISTRICT and CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of these mutual covenants, both the DISTRICT and CONTRACTOR hereto agree as follows:

II. TERMS AND CONDITIONS

- A. **SCOPE OF SERVICES.** CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.
- B. **TERM.** The term of this Agreement shall commence as of the date of execution of this Agreement and shall continue in effect for five years from the date of this Agreement, unless this Agreement is terminated as provided for hereinafter. Services shall be undertaken and completed in such a sequence as to assure their effectiveness in implementing this Agreement.
- C. **CONTRACTOR RESPONSIBILITIES.** The CONTRACTOR's services shall include the professional services as detailed in Exhibit A.

D. COMPENSATION.

1. The total compensation for all services, expenses, and fees as outlined in Exhibit A and other reimbursable expenses (as defined in Paragraph E below) shall not exceed \$100,000 per year. CONTRACTOR will submit monthly invoices to the DISTRICT for work actually performed, invoiced on an hourly basis and other business and travel/allowances at the rates set forth in Exhibit B and Exhibit C of this Agreement. The rates set forth in Exhibit B and Exhibit C shall be revised annually, subject to approval by the DISTRICT, thereafter to reflect the new labor rates and business and travel expenses/allowances as per the Agreement between State of California and California Association of Professional Scientists (CAPS) covering Bargaining Unit 10, Professional Scientific.

All invoices should be accompanied by documentation setting forth in detail a description of the services rendered and shall be reviewed and approved by DISTRICT's Project Representative authorizing the work before payment will be made. Original invoices and copies shall be sent as follows:

Original invoices

& one (1) copy to: Consolidated Fire Protection District of Los Angeles
County Financial Management Division
P.O. Box 910901
Commerce, CA 90091-0901
Attention: Expenditure Management

One (1) copy to: Consolidated Fire Protection District of Los Angeles
County Health Hazardous Materials Division
5825 Rickenbacker Road
Commerce, CA 90040
Attention: Bill Jones, Division Chief

Payment shall constitute acceptance of work. The DISTRICT shall make payment within an estimated thirty (30) days of receipt of invoice, pending acceptance and approval of work by the DISTRICT's Project Representative.

2. There will be no payment for services provided following expiration/termination of Agreement. CONTRACTOR shall have no claim against DISTRICT for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment it shall immediately notify DISTRICT and shall immediately repay all such funds to DISTRICT. Payment by DISTRICT for services rendered after expiration/termination of this Agreement shall not constitute a waiver of DISTRICT's right to recover such payment from CONTRACTOR.

This provision shall survive the expiration or other termination of this Agreement.

- E. **REIMBURSABLE EXPENSES.** The CONTRACTOR shall bill the DISTRICT for reimbursable expenses including mass production photocopying, photographs and slides, messenger service and such expenses shall be for the reasonable costs of these expenses and shall not exceed \$1,500 per risk assessment project, for a total aggregate of \$10,500 per year for reimbursable expenses. Reimbursable expenses shall exclude personnel services costs and business and travel expenses/allowances as detailed in Exhibit B and Exhibit C of this Agreement.
- F. **OWNERSHIP OF DOCUMENTS.** All studies, papers, files, drawings, contracts, reports and other such documents prepared or developed in accordance with this Agreement by the CONTRACTOR shall remain the property of the DISTRICT.
- G. **INDEPENDENT CONTRACTOR.** The CONTRACTOR shall perform the work as provided herein as an independent contractor and shall not be considered an employee of the DISTRICT or under DISTRICT supervision or control. This Agreement is by and between the CONTRACTOR and the DISTRICT, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or associate, between the DISTRICT and the CONTRACTOR.
- H. **INDEMNIFICATION.** CONTRACTOR agrees to indemnify, defend and save harmless the DISTRICT, the County, and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR's acts and/or omissions arising from and/or relating to this Agreement.
- I. **SUCCESSOR AND ASSIGNMENT.** The services as contained herein are to be rendered by the CONTRACTOR whose name is as appears first above written and said CONTRACTOR shall not assign nor transfer any interest in this Agreement without the prior written consent of the DISTRICT. Claims for money by CONTRACTOR from the DISTRICT under this Agreement may be assigned to a bank, Trust Company, or financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the DISTRICT.
- J. **INSURANCE.** In support of Section H above, DISTRICT agrees to accept evidence of self-insurance from CONTRACTOR for all lines of insurance including but not limited to General, Auto and Professional Liability and Worker's Compensation Insurance. The CONTRACTOR shall provide the DISTRICT with satisfactory evidence of self-insurance coverage upon the DISTRICT's request.

- K. NON-DISCRIMINATION.** The CONTRACTOR agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the CONTRACTOR agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

To the extent the following actions are required by State law, CONTRACTOR agrees to the provisions of Sections L through R.

L. COMPLIANCE WITH THE DISTRICT'S JURY SERVICE PROGRAM

1. JURY SERVICE PROGRAM

It is the DISTRICT's policy that this Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

2. WRITTEN EMPLOYEE JURY SERVICE POLICY

2.1 Unless CONTRACTOR has demonstrated to the DISTRICT's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

2.2 For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has an agreement with the DISTRICT or a subcontract with a DISTRICT CONTRACTOR and has received or will receive an aggregate sum of \$100,000 or more in any 12-month period under one or more DISTRICT agreements or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the DISTRICT, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If

CONTRACTOR uses any subcontractor to perform services for the DISTRICT under the Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

- 2.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Agreement commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify DISTRICT if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The DISTRICT may also require, at any time during the Agreement and at its sole discretion, that CONTRACTOR demonstrate to the DISTRICT's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.
- 2.4 CONTRACTOR's violation of this Sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, DISTRICT may, in its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future DISTRICT agreements for a period of time consistent with the seriousness of the breach.

M. CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

1. RESPONSIBLE CONTRACTOR

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the DISTRICT's policy to conduct business only with responsible CONTRACTORS.

2. CHAPTER 2.202 OF THE COUNTY CODE

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the DISTRICT acquires information concerning the performance of the CONTRACTOR on this or other Agreements which indicates that the CONTRACTOR is not responsible, the DISTRICT may, in addition to other remedies provided in the Agreement, debar the

CONTRACTOR from bidding on DISTRICT Agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing Agreements the CONTRACTOR may have with the DISTRICT.

3. NON-RESPONSIBLE CONTRACTOR

The DISTRICT may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of an Agreement with the DISTRICT, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Agreement with the DISTRICT or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the DISTRICT or any other public entity.

4. CONTRACTOR HEARING BOARD

If there is evidence that the CONTRACTOR may be subject to debarment, the DISTRICT will notify the CONTRACTOR in writing of the evidence that is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

5. SUBCONTRACTORS OF CONTRACTOR

These terms shall also apply to Subcontractors of DISTRICT Contractors.

- N. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.** The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purpose.
- O. CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.** The CONTRACTOR acknowledges that the DISTRICT places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the DISTRICT's Policy to encourage all DISTRICT's Agreements to voluntarily post the DISTRICT's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.
- P. CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT.** The CONTRACTOR acknowledges that the DISTRICT places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The CONTRACTOR understands that it is the DISTRICT's policy to encourage all DISTRICT contractors to voluntarily post the DISTRICT's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the CONTRACTOR's place of business. The County's Child Support Services Department will supply the CONTRACTOR with the poster to be used.
- Q. CONTRACTOR'S WARRANTY OF ADHERENCE TO DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM.**
1. The CONTRACTOR acknowledges that the DISTRICT has established a goal of ensuring that all individuals who benefit financially from the DISTRICT through Purchase Order or Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of Los Angeles County.
 2. As required by the DISTRICT's Child Support Compliance Program and without limiting the CONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support,

pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

- R. **RECYCLED BOND PAPER.** Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Agreement.
- S. **DISTRICT'S QUALITY ASSURANCE PLAN.** The DISTRICT or its agent will evaluate the CONTRACTOR's performance under this Agreement on a periodic basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Agreement terms and conditions and performance standards. CONTRACTOR'S deficiencies which the DISTRICT determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the DISTRICT's Board of Supervisors. The report will include improvement/corrective action measures taken by the DISTRICT and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the DISTRICT may terminate this Agreement or impose other penalties as specified in this Agreement.
- T. **TERMINATION FOR IMPROPER CONSIDERATION.**
1. The DISTRICT may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any DISTRICT officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Agreement. In the event of such termination, the DISTRICT shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
 2. The CONTRACTOR shall immediately report any attempt by a DISTRICT officer or employee to solicit such improper consideration. The report shall be made either to the DISTRICT manager charged with the supervision of the employee or to the DISTRICT Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
 3. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.
- U. **SEVERABILITY.** In the event that any covenant, condition or other provisions herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remained of this

Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained herein. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

- V. **INTERPRETATION.** No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if both parties drafted it.
- W. **ENTIRE AGREEMENT.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of CONTRACTOR by the DISTRICT and contains all the covenants and agreements between the parties with respect to such retention.
- X. **WAIVER.** No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.
- Y. **TERMINATION OF AGREEMENT.** This Agreement may be terminated at the sole discretion of either party by giving written notice at least thirty (30) days prior to the effective termination date in the written notice. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the DISTRICT, become DISTRICT's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT by virtue of any breach of the Agreement by the CONTRACTOR, and the DISTRICT may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the DISTRICT from the CONTRACTOR is determined.
- Z. **COMPLIANCE WITH LAWS.** The parties agree to be bound by applicable federal, state and local laws, regulations and directives as they pertain to the performance of this Agreement
- AA. **PROPOSAL.** Exhibit A, B, and C, as well as any and all addenda or additions mutually agreed upon in writing by both parties herein, are incorporated by reference to this Agreement.

III. NOTICES

Notices herein shall be presented in person or by certified or registered U.S. Mail, as follows:

To the CONTRACTOR:

Margie J. Leary, Deputy Director
Administration and Program Support
State of California
Office of Environmental Health Hazard
Assessment
1001 I Street
P.O. Box 4010
Sacramento, CA 95812

To the DISTRICT:

P. Michael Freeman, Fire Chief
Consolidated Fire Protection District of
Los Angeles County
1320 N. Eastern Avenue
Los Angeles, CA 90063

IN WITNESS HEREOF, the DISTRICT and CONTRACTOR have executed this Agreement as of the date first herein above set forth.

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

By [Signature]
Chair, Board of Supervisors

STATE OF CALIFORNIA

By [Signature]
MARGIE J. LEARY
Deputy Director, Administration and
Program Support,
State of California Office of
Environmental Health Hazard
Assessment

Date JUL 07 2009

Date 7/28/09

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of the
Board of Supervisors

By [Signature]
Deputy



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By [Signature]
Scott Kuhn, Senior Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#27

JUL 07 2009

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

77038

EXHIBIT A STATEMENT OF WORK

1. As required in writing through a work request by the DISTRICT, the CONTRACTOR hereby agrees to review the assessment of human health and/or environmental risks at various contaminated sites under the oversight of the DISTRICT.
2. The Project Representatives during the term of this Agreement will be:

Consolidated Fire Protection District – Health Hazardous Materials Division	Office of Environmental Health Hazard Assessment
Attention: Shahin Nourishad	Attention: Jim Carlisle
Address: 5825 Rickenbacker Rd. Commerce, CA 90040	Address: 1001 I Street P.O. Box 4010 Sacramento, CA 95812-4010
Phone: (323) 890-4106	Phone: (916) 323-2635
E-Mail: snourish@fire.lacounty.gov	E-Mail: jcarlisle@oehha.ca.gov

The parties may change their respective Project Representative upon providing ten (10) days written notice to the other party.

3. The Project Administrative Contacts during the term of this Agreement will be:

Consolidated Fire Protection District – Health Hazardous Materials Division	Office of Environmental Health Hazard Assessment
Attention: Estela Carrejo-Contreras	Attention: Arlene Nishimura
Address: 5825 Rickenbacker Rd. Commerce, CA 90040	Address: 1001 I Street P.O. Box 4010 Sacramento, CA 95812-4010
Phone: (323) 890-4014	Phone: (916) 324-3732
E-Mail: ecarrejo@fire.lacounty.gov	E-Mail: anishimu@oehha.ca.gov

The Project Administrative Contacts are responsible for executing tasks as outlined in the "Work to be Performed". All inquiries regarding work to be performed should be directed to the Project Administrative Contacts.

4. The Agreement Representatives during the term of this Agreement will be:

Consolidated Fire Protection District – Planning Division	Office of Environmental Health Hazard Assessment
Attention: Kien Chin	Attention: John Ferderer
Address: 1320 N. Eastern Ave. Los Angeles, CA 90063	Address: 1001 I Street P.O. Box 4010 Sacramento, CA 95812-4010
Phone: (323) 881-2404	Phone: (916) 324-6511
E-Mail: kchin@fire.lacounty.gov	E-Mail: jferderer@oehha.ca.gov

A. WORK REQUEST PROCESS

It is the responsibility of the DISTRICT to:

- a. Provide a written work request to CONTRACTOR containing:
 - 1) Description of the site, name/title, location/street address.
 - 2) Site project number, if applicable.
 - 3) Description of the type of review services requested including travel, conference calls, and meeting attendance, as needed.
 - 4) Work timetable and/or requested completion date.
 - 5) The name, title, telephone number, e-mail address and mailing address of the DISTRICT project manager.
 - 6) A listing of documents to be reviewed together with the documents themselves. All documents submitted to CONTRACTOR will be accompanied by a work request.
- b. Submit a work request to the CONTRACTOR Project Administrative Contact for each site and/or document for program assignment and cost estimation when requested.
- c. Compensate CONTRACTOR in accordance with the CONTRACTOR's Integrated Risk Assessment Section Schedule of Hourly Rates (Exhibit B) plus necessary business and travel expenses/allowances (Exhibit C).

B. WORK TO BE PERFORMED

As specified in the work request submitted by the DISTRICT Project Representative or designee, it is the responsibility of CONTRACTOR to perform the following services when requested:

- a. Assist the DISTRICT staff in planning and coordinating meetings with Responsible Parties (RP) and/or their consultants. Provide information necessary to the DISTRICT, unless directed otherwise via the work request, to develop risk assessments for specific cleanup sites.

- b. When requested by the DISTRICT Project Representative or designee, inspect contaminated sites in order to evaluate the appropriateness of the proposed conceptual site model and/or other aspects of the risk assessment.
- c. Review risk assessments submitted, under cover of a work request, to CONTRACTOR by the DISTRICT Project Representative. CONTRACTOR shall review, evaluate and make written recommendations for revisions, or approve the assessment as submitted to the DISTRICT Project Manager. In the event of subsequent revisions by the DISTRICT, CONTRACTOR shall review and evaluate any such revisions to provide approval of the overall assessment documents by the mutually agreed upon completion date stated on the work request.
- d. Provide consultation services to DISTRICT staff and Responsible Parties (RP) and/or consultants on issues concerning human health and/or environmental risks as specified in the work request.
- e. When requested, provide expert testimony on and concerning CONTRACTOR's review and consultation on behalf of the DISTRICT at council or board hearings and courtroom proceedings. Such expert testimony shall be available during the executed term of this Agreement.
- f. Provide general human health and/or environmental risk assistance and training when specified on a work request.
- g. CONTRACTOR shall send a memorandum providing comments and recommendations to the DISTRICT upon completion of the work and within the timeframe as specified in the work request.
- h. Record all time and activities spent on the project and provide these records to DISTRICT upon their request.
- i. Prepare invoices to include contract number, work request and/or site reference, a brief description of work performed, number of hours and costs by position and travel and per diem, if applicable. Invoices shall be submitted not more frequently than monthly in arrears. Original invoices and copies shall be sent as follows:

Original invoices

& one (1) copy to:

Consolidated Fire Protection District of
Los Angeles County - Financial Management Division
P.O. Box 910901
Commerce, CA 90091-0901
Attention: Expenditure Management


One (1) copy to:

Consolidated Fire Protection District of Los Angeles
County - Health Hazardous Materials Division
5825 Rickenbacker Road
Commerce, CA 90040
Attention: Bill Jones, Division Chief

**EXHIBIT B
STATE OF CALIFORNIA
OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT
INTEGRATED RISK ASSESSMENT BRANCH (IRAB)
SCHEDULE OF HOURLY RATES**

Hourly Rates:

For the period covering July 1, 2008⁷ – June 30, 2009¹⁰:



Position	Hourly Rate
Supervising Toxicologist	\$180
Senior Toxicologist	172
Staff Toxicologist (Specialist)	164
Associate Toxicologist	135
Research Scientist Supervisor I	164
Research Scientist II	135
Research Scientist I	123
Associate Governmental Program Analyst	113
Office Technician (Typing)	68

The above hourly rates include costs for personnel services, benefits, and indirect/overhead costs. Hourly rates exclude travel and per diem costs.

Payment for services performed under this Agreement shall be based upon: 1) number of hours of consultation; 2) necessary travel time; 3) associated travel and per diem costs incurred.

EXHIBIT C
STATE OF CALIFORNIA
OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT
INTEGRATED RISK ASSESSMENT BRANCH (IRAB)
BUSINESS AND TRAVEL EXPENSES/ALLOWANCES *

The DISTRICT agrees to reimburse OEHHA for reimbursable expenses as describe by the State policy below:

The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred 50 miles or more from home and headquarters, in accordance with existing California State Department of Personnel Administration (DPA) rules and set forth below. Lodging and/or meals provided by the state or included in hotel expenses or conference fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts such as rolls, juice and coffee are not considered to be meals. Each item of expenses of \$25 or more requires a receipt; receipts may be required for items of expense that are less than \$25. When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses, and make them available for audit upon request by their department, state control agencies and/or the Internal Revenue Service. Each State agency shall determine the necessity for and method of travel.

A. Meal/Incidentals. Meal expenses for breakfast, lunch and dinner will be reimbursed in the amount of actual expenses up to the maximums. Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of the actual expense. The term "incidentals" includes but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for service, such as for porters and baggage carriers. It does not include taxicab fares, lodging taxes or the costs of telegrams or telephone calls.

1. Rates. Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame requirements outlined below.

Breakfast Up to \$6.00
Lunch Up to \$10.00
Dinner Up to \$18.00
Incidentals Up to \$6.00

Total Up to \$40.00 (every full 24 hours of travel)

2. Timeframes.

For continuous travel of less than 24 hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel begins at or before 6 am and ends at or after 9 am:
breakfast may be claimed

Travel begins at or before 4 pm and ends at or after 7 pm:
dinner may be claimed

If the trip extends overnight:
receipted lodging may be claimed

No lunch or incidentals may be claimed on a trip of less than 24 hours.

For continuous short-term travel of more than 24 hours but less than 31 days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's time of departure and return as follows:

- a. On the fractional day of travel at the beginning of a trip of more than 24 hours:
Trip begins at or before 6 am breakfast may be claimed
Trip begins at or before 11 am lunch may be claimed
Trip begins at or before 5 pm dinner may be claimed
- b. On the fractional day of travel at the end of a trip of more than 24 hours:
Trip ends at or after 8 am breakfast may be claimed
Trip ends at or after 2 pm lunch may be claimed
Trip ends at or after 7 pm dinner may be claimed
If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any 24-hour period.

B. Lodging. All lodging reimbursement requires a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid commercial lodging establishment receipt.

1. Regular State Business Travel:

- a. Statewide, in all California locations not listed in b or c below, for receipted lodging while on travel status to conduct state business, actual lodging up to \$84.00 plus applicable taxes.
- b. When employees are required to do business and obtain lodging in the counties of Los Angeles and San Diego, actual lodging up to \$110 plus applicable taxes.

- c. When employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus applicable taxes.
- C. Transportation: Transportation expenses include, but are not limited to airplane, train, bus, and taxi fares, rental cars, parking, mileage reimbursement and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the method of and necessity for travel. Transportation will be accomplished and reimbursed in accordance with the best interest of the State. An employee who chooses and is approved to use an alternate method of transportation will be reimbursed only for the method that reflects the best interest of the State.
 - 1. Mileage Reimbursement:
 - a. When an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed at the Federal Standard Mileage Rate (FSMR). Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.
 - b. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute.
 - 2. Specialized Vehicles: Employees who must operate a motor vehicle on official State business and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim reimbursement at the FSMR, with certification. Supervisors who approve claims pursuant to this Subsection have the responsibility of determining the need for the use of such vehicles.
 - 3. Private Aircraft Mileage: When an employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the rate of 50 cents per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with DPA rule 599.628.1 and the State Office of Risk and Insurance Management.
 - 4. Mileage to/from a Common Carrier: When the employee's use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of

absence, the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less": If the employee begins travel one hour or more before he normally leaves his home, or ends travel one hour or more after the end of the work day or travel occurs on a regularly scheduled day off, mileage may be computed from/to his/her residence.

D. Receipts: Receipts or vouchers shall be submitted for every item of expense of \$25 or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:

1. Railroad and bus fares of less than \$25.00 when travel is wholly within the State of California.
2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10.00 or less for each continuous period of parking or each separate transportation expense noted in this item.
3. Telephone, telegraph, tax or other business charges related to State business of \$5.00 or less.
4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

E. Overtime Meal Allowance: An overtime meal allowance up to \$7.50 will only be provided when an employee is required to work two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift. To be eligible for an over-time meal allowance on a holiday or regular day off, employees must work the total number of hours of their regular work shift and work either two (2) consecutive hours prior to or two (2) consecutive hours after the start or end of their regular work shift.

*Excerpts from the latest Agreement between State of California and California Association of Professional Scientists (CAPS) covering Bargaining Unit 10 Professional Scientific for Business and Travel Expenses/Allowances.